

**A RESOLUTION
BY COUNCILMEMBER CLAIR MULLER**

A RESOLUTION AUTHORIZING THE CITY OF ATLANTA TO ACCEPT A PERMANENT EASEMENT GRANTED TO ACCOMMODATE AND FACILITATE THE CONSTRUCTION OF A SIDEWALK ADJACENT TO PORTIONS OF HOWELL MILL ROAD, INCLUDING THE PROPERTY LOCATED AT 3051 HOWELL MILL ROAD, AND TO EXECUTE AND DELIVER TO THE OWNERS OF 3051 HOWELL MILL ROAD ANY DOCUMENTS NECESSARY TO EVIDENCE THE CITY'S ACCEPTANCE OF THE NEW EASEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta constructed sidewalks adjacent to portions of Howell Mill Road; and

WHEREAS, a portion of this sidewalk was constructed on the property at 3051 Howell Mill Road, Parcel Identification Number 17-0182-0007-005-6; and

WHEREAS, the residents wish to grant the City perpetual and non-exclusive easement on that portion of the property, six feet in width, adjacent to and parallel with the existing curb along Howell Mill Road, and extending across the entire frontage of the property at 3051 Howell Mill Road; and

WHEREAS, the approximate square footage of the property granted by this easement is 708 ft² and the approximate value of this property is \$8,701.32; and

WHEREAS, to facilitate the construction of these sidewalks, and to ensure the ability to access infrastructure in the right-of-way as needed, the City of Atlanta should accept the easement from the owners of the property at 3051 Howell Mill Road.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: The City of Atlanta is authorized to accept from the owners of the property at 3051 Howell Mill Road, Parcel Identification Number 17-0182-0007-005-6, a non-exclusive easement, as evidenced by Exhibits 1 and 2, on that portion of the property, six feet in width, adjacent to and parallel with the existing curb along Howell Mill Road, and extending across the entire frontage of the property at 3051 Howell Mill Road, to be approved by the City Attorney as to form.

SECTION 2: The City of Atlanta is authorized to execute and deliver to the owners of the property at 3051 Howell Mill Road any documents necessary to evidence the City's acceptance of the new easement, to be approved by the City Attorney as to form.

necessarily limited to reviews of: the public deed records of Fulton County, Georgia; the City's own, internal records and engineering files; and applicable statutes, case law or other legal authority of the State of Georgia and political subdivisions thereof), neither party has identified a legal basis for such an established right-of-way width other than the greater of: (a) the existing width of the Road's pavement, being approximately thirty (30) feet, as a prescriptive, public right-of-way easement over, across and through the land of the Grantors, as adjoining property owners; or (b) thirty (30) feet as a first-class County Road under the County Road System for Fulton County, Georgia, pursuant to former GCA § 95-103, prior to the Road and the Grantors' property being annexed and incorporated into the City; and

WHEREAS the Grantors and the City wish to resolve their differences over the width of the Road's right-of-way reasonably, amicably and in the best interests of all concerned, without the necessity and expense of the parties' litigation over, or the City's condemnation or specific purchase of, the easement provided for herein;

W I T N E S S E T H:

THAT THE GRANTORS, for and in consideration of the premises referenced herein above, mutual benefits to the Grantors and the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain and convey unto the City a non-exclusive, perpetual easement over, through and across real property of the Grantors, more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 182 of the 17th District, Fulton County, Georgia, and being a strip of land six (6) feet in width (the "Easement Area"), adjacent to and parallel with the existing curb along the northerly right-of-way line of Howell Mill Road, N.W., where said Road fronts along and adjoins Lot 1 of Westminister Acres Subdivision, as more fully shown and delineated on that Plat of Westminister Acres Subdivision recorded in Plat Book 76, Page 77, Fulton County, Georgia Records, which Plat is hereby referred to, incorporated herein and made a part hereof by this reference, said Lot 1 being improved property known as 3051 Howell Mill Road, N.W., Atlanta, Georgia 30327-1652.

SAID PERPETUAL, NON-EXCLUSIVE EASEMENT is granted, bargained and conveyed for the purposes of: (i) the City constructing a sidewalk (the "Sidewalk"), five (5) feet wide and separated from the back of the existing curb aforesaid by a one (1)-foot grass strip (the "Grass Strip"), all within the Easement Area; (ii) the temporary right of access for construction of the Sidewalk and Grass Strip over, across and through an additional five (5) feet of the Grantors' property adjacent to and parallel with the northerly boundary of the Easement Area, this temporary right of access terminating automatically upon the end of construction, or in any event no later than ninety (90) days from the date hereof; and (iii) the

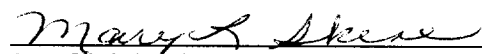
continuing right to maintain, replace and repair the Sidewalk, as the City may deem necessary and appropriate

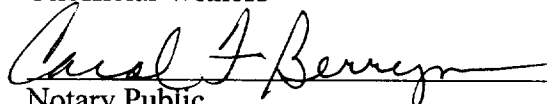
THE CITY OF ATLANTA, by its acceptance of this Grant of Easement and by its use of same, covenants and agrees in favor of the Grantors, their heirs, assigns and successors, to construct or have constructed the Sidewalk and Grass Strip within the Easement Area, and to maintain, replace and repair the Sidewalk, as and when the City deems it necessary to do so; and, in exercising any rights pursuant to this Grant of Easement, to take all reasonably necessary and appropriate precautions to fully protect and preserve, and to minimize the impact of the City's exercise of rights hereunder on, any and all existing trees located on the Grantors' property.

THIS GRANT OF EASEMENT, and the perpetual, non-exclusive easement granted herein, shall burden the Easement Area; shall run with title to the lands of the Grantors, their heirs, assigns and successors, until such time as the City or its successors no longer maintains the Sidewalk within the Easement Area; and shall inure to the benefit of the Grantors, their heirs assigns and successors, and of the City or its successors. The Sidewalk shall be and remain the City's improvements within the Easement Area, and shall not be improvements of the Grantors. This Grant of Easement is made with the mutual review and consideration of both parties; any subsequent construction or interpretation of this Grant of Easement, whether judicial or otherwise, shall be balanced, impartial and objective as between the Grantors and the City, such that this Grant of Easement shall not be construed or interpreted in favor of, or against, either party except in accordance with the terms and provisions contained herein.

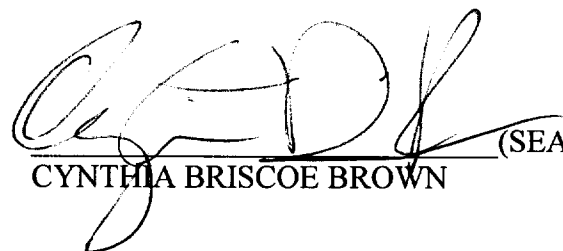
IN WITNESS WHEREOF, the Grantors have hereunto set their hands and affixed their seals, the day and year first written herein above.

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

[NOTARY SEAL]


CYNTHIA BRISCOE BROWN (SEAL)

JAMES FRANKLIN BROWN, JR. (SEAL)

My Commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Nov. 11, 2004

Exhibit 2

After recording, please return to:

Jonathan D. Gaul, Esquire
Department of Law, City of Atlanta
City Hall Tower, Suite 400
68 Mitchell Street, S.E.
Atlanta, Georgia 30303

Please cross-reference to:

Joint Tenancy With Survivorship
Warranty Deed recorded in Deed
Book 18855, Page 237, Fulton
County, Georgia Records

GRANT OF EASEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THIS GRANT OF EASEMENT is made and entered into this 19th day of December, 2003 by CYNTHIA BRISCOE BROWN and JAMES FRANKLIN BROWN, JR., as parties of the first part (the "Grantors"), in favor of THE CITY OF ATLANTA, a political subdivision of the State of Georgia, as party of the second part (the "City").

WHEREAS the City wishes to construct a sidewalk along the northerly right-of-way line of Howell Mill Road, N.W. (the "Road"); and the Grantors wish to accommodate and facilitate the City's plan and intention to do so;

WHEREAS the City, by policy, procedure and ordinance, has previously established that any newly constructed sidewalk within the City should, where practical and feasible, be constructed with a grass strip separating such sidewalk from the traffic lanes of an adjoining road; the Grantors have requested that, if the City constructs such a sidewalk along the Road as it fronts along the Grantors' property (more fully described herein below), the design of said sidewalk include such a grass strip; and, but for issues concerning the width of the Road's right-of-way as it fronts along the Grantors' property, the City is willing and able to so construct a sidewalk with a grass strip;

WHEREAS the City has asserted a forty (40)-foot right-of-way width for the Road as it fronts along the Grantors' property, based upon certain engineering drawings made by or on behalf of the

City; however, despite the Grantors' and the City's respective efforts to identify, or to reach mutual agreement on, the established right-of-way width for the Road (including but not necessarily limited to reviews of: the public deed records of Fulton County, Georgia; the City's own, internal records and engineering files; and applicable statutes, case law or other legal authority of the State of Georgia and political subdivisions thereof), neither party has identified a legal basis for such an established right-of-way width other than the greater of: (a) the existing width of the Road's pavement, being approximately thirty (30) feet, as a prescriptive, public right-of-way easement over, across and through the land of the Grantors, as adjoining property owners; or (b) thirty (30) feet as a first-class County Road under the County Road System for Fulton County, Georgia, pursuant to former GCA § 95-103, prior to the Road and the Grantors' property being annexed and incorporated into the City; and

WHEREAS the Grantors and the City wish to resolve their differences over the width of the Road's right-of-way reasonably, amicably and in the best interests of all concerned, without the necessity and expense of the parties' litigation over, or the City's condemnation or specific purchase of, the easement provided for herein;

W I T N E S S E T H:

THAT THE GRANTORS, for and in consideration of the premises referenced herein above, mutual benefits to the Grantors and the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain and convey unto the City a non-exclusive, perpetual easement over, through and across real property of the Grantors, more particularly described as follows:

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of access terminating automatically upon the end of construction, or in any event no later than ninety (90) days from the date hereof; and (iii) the continuing right to maintain, replace and repair the Sidewalk, as the City may deem necessary and appropriate

THE CITY OF ATLANTA, by its acceptance of this Grant of Easement and by its use of same, covenants and agrees in favor of the Grantors, their heirs, assigns and successors, to construct or have constructed the Sidewalk and Grass Strip within the Easement Area, and to maintain, replace and repair the Sidewalk, as and when the City deems it necessary to do so; and, in exercising any rights pursuant to this Grant of Easement, to take all reasonably necessary and appropriate precautions to fully protect and preserve, and to minimize the impact of the City's exercise of rights hereunder on, any and all existing trees located on the Grantors' property.

THIS GRANT OF EASEMENT, and the perpetual, non-exclusive easement granted herein, shall burden the Easement Area; shall run with title to the lands of the Grantors, their heirs, assigns and successors, until such time as the City or its successors no longer maintains the Sidewalk within the Easement Area; and shall inure to the benefit of the Grantors, their heirs assigns and successors, and of the City or its successors. The Sidewalk shall be and remain the City's improvements within the Easement Area, and shall not be improvements of the Grantors. This Grant of Easement is made with the mutual review and consideration of both parties; any subsequent construction or interpretation of this Grant of Easement, whether judicial or otherwise, shall be balanced, impartial and objective as between the Grantors and the City, such that this Grant of Easement shall not be construed or interpreted in favor of, or against, either party except in accordance with the terms and provisions contained herein.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and affixed their seals, the day and year first written herein above.

Signed, sealed and delivered in the presence of:

M. Jaczini Richardson

Unofficial Witness

_____(SEAL)
CYNTHIA BRISCOE BROWN

Michelle E. Vail

Notary Public

[NOTARY SEAL]

_____(SEAL)
JAMES FRANKLIN BROWN, JR.

My Commission expires

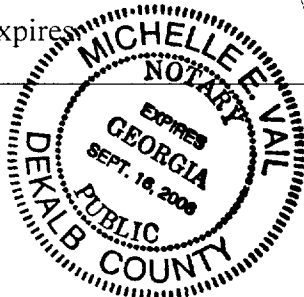


Exhibit 3

2003

PIN

17 -0182-0007-005-6

OWNER NAME

BROWN CYNTHIA B & JAMES F JR

PROPERTY LOCATION **3051 NW HOWELL MILL RD**

NEIGHBORHOOD

1732

TOTAL ACREAGE

TOTAL LAND SQUARE FOOTAGE 18755

LIVING AREA SQUARE FOOTAGE 2000

LAND VALUE

IMPROVEMENT VALUE

TOTAL VALUE

**FULTON COUNTY
BOARD OF ASSESSORS**



FULTON COUNTY

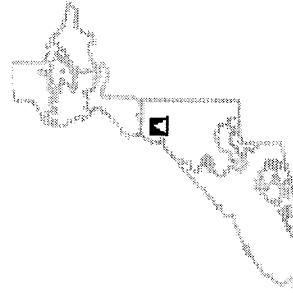
**141 Pryor Street
Suite 1056**

Atlanta, GA 30303

Phone: (404) 730-6440

Fax: (404) 224-0417

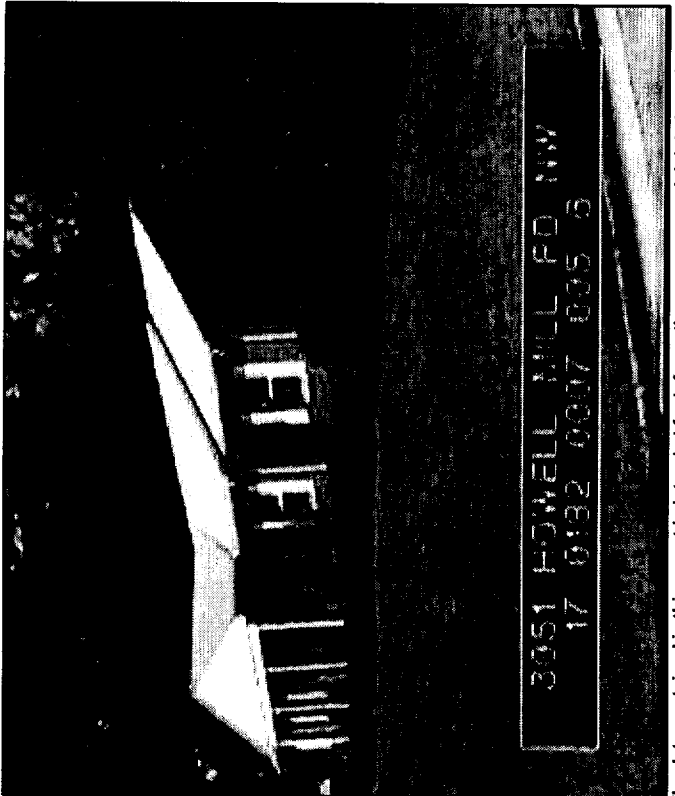
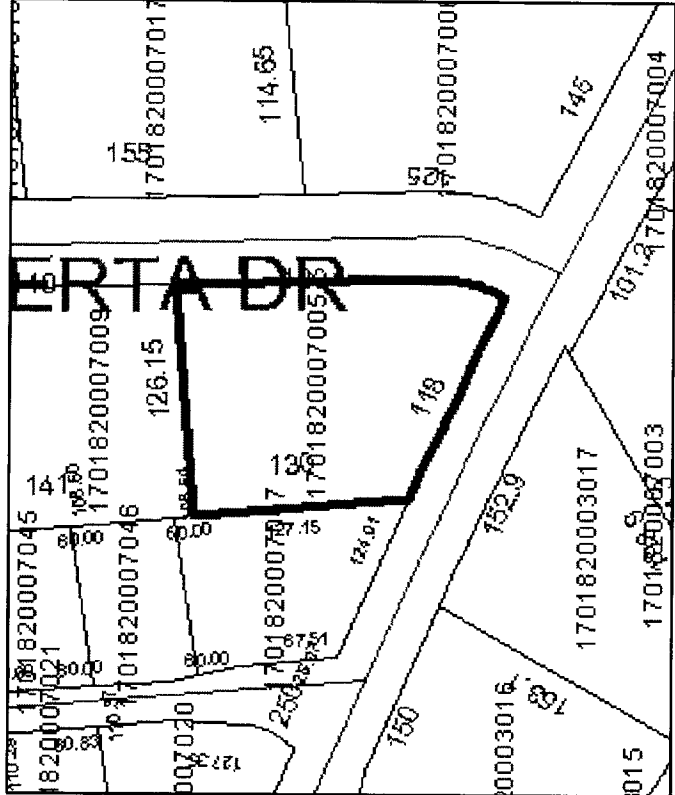
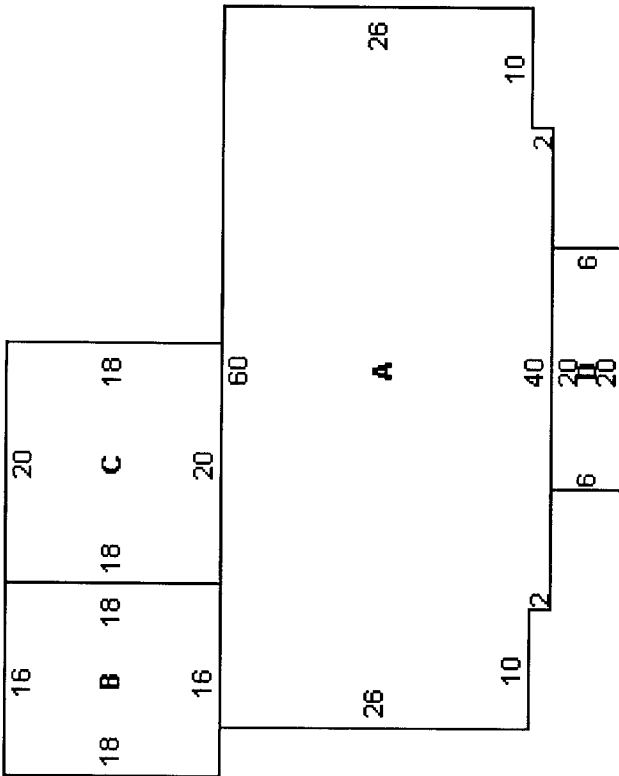
KEY MAP



eGovernment Solutions by

Akanda Solutions LLC

www.akanda.com



The data contained in this report is intended for information purposes only! It is based on the best information available at the time of posting and is not warranted. The data may not reflect the most current records. Maps and acreage data are for illustration purposes only!